

**AWARD DATA**

Orders May Be Placed Through 9/30/04

Personnel Classification Services, Indefinite-Delivery, Indefinite-Quantity

Ordering Agencies:

BLM OR/WA

BLM Contract No.:

HAC017G00

Contractor:

Frederick R. Cooper, 1445 Ranier Loop NW, Salem, OR 97304-2079

BLM contact:

Madeline C. Small, Contracting Officer 503-808-6222

Contractor contact:

Frederick R. Cooper, Phone: 503-391-9144

All Amendments and modifications have been incorporated into text.

## SECTION B - SCHEDULE OF ITEMS

This is a three-year (October 1, 2001 through September 30, 2004) indefinite-delivery, indefinite-quantity contract for position classification reviews to be conducted for Bureau of Land Management (BLM) Oregon State Office (OSO). Potential BLM employees' positions to be classified are located in Oregon and Washington BLM District and Area offices and Portland, Oregon (See Section J for complete listing and addresses of offices).

<u>Item</u>	<u>Description</u>	<u>Qty</u>	<u>Unit</u>	<u>Amount</u>
1	*Key Personnel to conduct Position Classification Review(s) for BLM Oregon/Washington	1	EA	**\$ <u>750.00</u>

PERFORMANCE TIME: 25 calendar days for one position classification review  
 40 calendar days for 2-3 position classification reviews  
 60 calendar days for 4-5 position classification reviews

\*See C.3.3 through C.3.4 for key personnel.

\*\*This amount is for classification of one position, including travel costs for one required meeting with Personnel Classification Specialists in Portland to review preliminary findings and provide draft Classification Evaluation Statement. Additional travel requirements will be identified on each Task Order, and travel costs will be negotiated for each Task Order in accordance with Government Travel Regulations.

2.	Application of new classification Standards	1	EA	\$ <u>300.00</u>
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PERFORMANCE TIME: 30 days for 40 or less position descriptions reviewed  
 60 days for 50 - 80 position descriptions reviewed

EA = Each

ESTIMATED START WORK DATE: September 15, 2001

THIS SOLICITATION IS SET ASIDE FOR SMALL BUSINESS CONCERNS.

EVALUATION FOR AWARD: Award will be made on an all or none basis in accordance with Section L, Instructions Conditions and Notices to Offeror and Section M, Evaluation and Award.

ISSUANCE OF TASK ORDERS: The first Task Order (#1) to be awarded, at time of award of contract, is included in the Schedule of Items. Complete Task Order with pricing and submit with Schedule of Items. All work will be ordered by Task Orders through September 30, 2004. Task Orders issued shall be completed before additional task orders may be started, unless

authorized by the Contracting Officer (CO). Orders may be issued orally, by facsimile, or by electronic commerce methods.

REFER TO SECTION I, CLAUSES 52.216-18 ORDERING, 52.216-19 TASK ORDER LIMITATIONS, AND 52.216-22 INDEFINITE QUANTITY.

## TASK ORDER

To: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

From: Bureau of Land Management (952)  
Branch of Procurement Management  
P.O. Box 2965  
Portland, Oregon 97208

Contract No: \_\_\_\_\_  
Item Number(s): \_\_\_\_\_  
Solicitation No: \_\_\_\_\_  
Solicitation Date: \_\_\_\_\_  
Response Due: \_\_\_\_\_

Requesting Office: OSO  
Task Order No: #1  
Task Order Date: 8-01-01  
Modification No: \_\_\_\_\_  
Modification Date: \_\_\_\_\_

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See Attachment No. 1 to Task Order for positions to be audited, names of employees and office location and immediate and second line supervisors.

<u>Item No.</u>	<u>Description</u>	<u>Est. Qty.</u>	<u>Unit</u>	<u>Unit Price</u>	<u>Total Amount</u>
1	Desk Audits for four positions as identified on Attachment 1. Include same pricing as identified on Schedule of Items	4	EA	\$_____	\$_____
2	Travel costs for interviews in Portland, OR for two positions*	2	LS	\$_____	\$_____
3	Travel costs for interviews in Medford, OR for one position*	1	LS	\$_____	\$_____
4	Travel costs for interviews in Vale, OR for one position*	1	LS	\$_____	\$_____
TOTAL OFFER					\$_____

\*Attach a cost breakdown of travel including number of miles and number of days of lodging and per diem. Following are current per diem rates:

Medford - \$59 lodging and \$42 meals  
Portland - \$77 lodging and \$38 meals  
Vale - \$55 lodging and \$30 meals

EA = Each  
LS = Lump Sum

Identify Classifier in accordance with Sections C.3.1 - C.3.4:

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Name of Contractor's Classifier

PERFORMANCE TIME: 60 calendar days

ESTIMATED START WORK DATE: October 1, 2001

Task Order Manager (TOM): Gayle Donahue, Personnel Management Specialist, OSO

Telephone - 503-952-6251

Alternate TOM:

Richard Scott, Personnel Management Specialist, OSO

Telephone - 503-952-6247

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Accounting and Appropriation Data:

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Name and Title of Contractor

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Name of Ordering Officer

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Contractor's Signature

Date

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Ordering Officer's Signature

Date

Attachment 1 to Task Order #1:

LIST OF POSITIONS TO BE REVIEWED UNDER TASK ORDER #1:

<b>Organization and Duty Location</b>	<b>Incumbent</b>	<b>Title</b>	<b>Series/Grade and FPL</b>	<b>Series/Grade Requested</b>
OR93200 (Portland, OR)	John Kalvels	Mining Engineer	GS-880-12 - FPL GS-12	GS-13
OR11500 (Medford, OR)	Jean Williams	Environmental Planner	GS-401-11 - FPL GS-11	GS-12
OR95810 (Portland, OR)	Ronda Taylor	Land Law Assistant	GS-986-7 GS-7	Not proposed
OR03000 (Vale)	Vacant Position	Public Affairs Specialist	GS-1035-11	GS-1035-12

<b>Employee Phone Number and Email</b>	<b>Immediate Supervisor Name, Phone Number and Email</b>	<b>Second-Line Supervisor Name, Phone Number and Email</b>
John Kalvels 503-952-6040 - jkalvels@or.blm.gov	Rosie Mazaika, Acting 503-952-6036 rmazaika@or.blm.gov	Ed Shepard 503-952-6056 eshepard@or.blm.gov
Jean Williams 541-618-2385 j5willia@or.blm.gov	Lance Nimmo 541-618-2260 lnimmo@or.blm.gov	Ron Wenker 541-618-2411 rwenker@or.blm.gov
Ronda Taylor 503-952-6529 r2taylor@or.blm.gov	Robert DeViney 503-952-6154 rdeviney@or.blm.gov	Kathy Eaton 503-952-6092 keaton@or.blm.gov
Vacant Position	Sandy Guches, Acting District Mgr for Vale 541-473-6213 sguches@or.blm.gov	Chuck Wassinger Associate State Director 530-952-6025 cwassing@or.blm.gov

## SECTION C - STATEMENT OF WORK

### C.1.0 GENERAL

C.1.1 Description of Work - The Contractor shall conduct position classification reviews of Government positions identified by the Bureau of the Land Management (BLM), Oregon State Office (OSO), Branch of Personnel Management, which is responsible for the BLM personnel program throughout the states of Oregon/Washington (OR/WA). The OSO Personnel Office receives Requests for Personnel Action (SF-52 request) for classification of positions on an on-going basis.

C.1.2 Location of Work - Position classification reviews shall be conducted for positions in any of the BLM offices located in the Portland, Oregon area and the District and Area offices as listed in Section J.

### C.2.0 DEFINITIONS

Classification Evaluation Statement - A comprehensive narrative evaluation report that records the classification judgments made and the fact-finding as a result of the desk audit of the employee, and the first line and second line supervisors. This would include a narrative justification for the title, series and grade of the position, the point values for each factor, the total point values, and the final grade determination in accordance with the Office of Personnel Management (OPM) Classification Standard for the specific series under review.

Desk Audit - A fact-finding process, which involves interviews with the incumbent, the supervisor of the position and second-line supervisor. This is to gain as much information about the position as possible to be considered together with an analysis of other available material about the job and the organization. This fact-finding process may be conducted by an on-site visit to the employee(s)' office(s) or via telephone as identified in each Task Order. Written information and supporting documentation may also be obtained from the incumbent and the supervisor.

### C.3.0 CONTRACTOR-FURNISHED ITEMS

C.3.1 Contractor shall provide all labor, materials, travel and equipment other than that identified as Government-furnished items, to provide services specified in the Schedule of Items.

C.3.2 Personnel - Highly skilled technical personnel will be a major factor in the successful performance of this contract. The Government reserves the right to review the qualifications of these individuals and to approve their selection. Award of a Task Order constitutes approval of the individual listed in the Contractor's proposal.

C.3.3 Key Personnel - The Contractor shall designate a Project Manager to be the point of contact with the Government for all work under the contract. A Classifier shall be designated for each Task Order. For purposes of this contract, the Project Manager and Classifier may be one and the same and will be considered key positions for the successful execution of each Task Order.

C.3.4 Replacement of Key Personnel - The Contractor agrees that assigned key personnel shall not be removed, replaced or reassigned to another Task Order without the written concurrence of the Contracting Officer (CO). If the CO determines that suitable replacement of key personnel is not feasible or that the reduction of effort would be so substantial as to impair the successful performance of the work, the Contractor may be subject to default action under the affected Task Order(s) or the contract. Ultimate approval/disapproval to replace key personnel is the responsibility of the CO.

#### C.4.0 GOVERNMENT-FURNISHED PROPERTY AND SERVICES

The Government shall furnish to the Contractor the following materials, supplies, property or services:

- a. Identified positions to reviewed
- b. Applicable OR/WA BLM Organizational Rosters
- c. Position Descriptions at the full performance level (FPL)
- d. Position Classification Standards are available on the OPM website:  
[www.opm.gov/fedclass/index.htm](http://www.opm.gov/fedclass/index.htm)
- e. Copies of known applicable OPM, Department of the Interior and Bureau classification appeal decisions
- f. Copies of OPM Classification Standards, reviews and relevant policies
- g. A list of BLM contacts for each classification review including telephone numbers and duty locations

#### C.5.0 SPECIFIC TASKS

C.5.1 Perform position classification reviews of the BLM identified positions when ordered on Task Orders. Position classification reviews include:

- a. Conduct on-site desk audits for positions identified in Task Order 1, page 3 of the solicitation, and conduct either on-site or telephone desk audits of BLM identified positions when ordered on all other task orders.
- b. Conduct on-site or telephone review(s) with supervisors, the second-level supervisor and possibly employees in other similar positions to determine the appropriate position classification for title, series and grade. This may require written information exchange, etc.



- C.5.2 Document classification determinations with a written Classification Evaluation Statement prepared for each individual position classified. Classification determinations shall be consistent with applicable Position Classification Standards and other classification resource documents, and OPM, U.S. Department of the Interior, and/or BLM classification related appeal decisions.
- C.5.3 Respect the confidentiality requirements of human-resource related information and uphold these confidentiality requirements, discussing information only on a need-to-know basis.
- C.5.4 Provide on a weekly basis:
- a. Telephone or written status updates to inform the COR of progress and initial findings.
  - b. Status updates shall include a complete list of contacts, schedules, meeting notes and action plans.
- C.5.5 Schedule and attend one review meeting with one or more BLM Position Classification Specialist when preliminary findings are available. Meetings shall be held in the Branch of Personnel Management, at its present location, 1515 S.W. 5<sup>th</sup> Avenue, Portland, or at the Robert Duncan Plaza, 333 SW 3<sup>rd</sup> Avenue, Portland, Oregon, after the BLM relocates which is tentatively scheduled for January, 2002.
- C.5.6 Contractor shall also provide at the review meeting a draft Classification Evaluation Statement with supporting documentation for each position reviewed. The Contractor shall include in the draft Statement its consideration of the impact that the final decision (upgraded or not) could have on the Statewide BLM organization and the impact that the reclassification of the position to a higher full-performance level may have Bureau-wide and discuss if the decision could possibly be precedent setting.
- C.5.7 The Contractor shall include a file of review materials with the final Classification Evaluation Statement which includes all the Government-furnished property, copies of all documentation including preliminary findings, background analysis, draft Statements, initial grade level classification determination, documented interviews, and appeal decisions and any other material(s), etc., utilized in the decision process.
- C.5.8 The Contractor shall provide the final Classification Evaluation Statement on a 3 1/2" floppy disk in WordPerfect 8.0 or Word format. All reports and forms shall be neatly formatted and typed. In addition, two paper copies of the final unbound report shall be provided to the COR.
- C.5.9 Contractor shall perform the following:

- Review the title and series, and grade existing positions to implement new classification standards, including those positions within the delegations of west-side districts and Lakeview, and amend the positions accordingly. The title, series and possibly the grade may change in some cases.
- The standard Bureau approved format shall be used, i.e., using the Classification Amendment form to document the implementation, title changes, etc. The evaluations will consist of a one-page OPM approved FES evaluation sheet addressing the factor levels reviewing the position descriptions of record.
- The Oregon State Office, Human Resource Staff will provide copies of the positions descriptions as appropriate and resolve any titling issue, and series, etc.
- Any identified title, series and grade issues shall be discussed with the COR.
- A final report shall be prepared which documents each position by organizational structure, in grade descending order, the incumbent, the original title, series, and grade, the proposed recommended title, series, and grade, and a summary of any identified issues. Vacant positions shall be identified.
- Work shall begin within two days of the release of new classification standards.
- Anticipated travel costs shall be for meetings with the State Office Human Resource Office staff and District Office visits as identified by the COR.

## SECTION E - INSPECTION AND ACCEPTANCE

### 52.246-4 INSPECTION OF SERVICES - FIXED-PRICE (AUG 1996)

(a) Definitions. "Services," as used in this clause, includes services performed, workmanship, and material furnished or utilized in the performance of services.

(b) The Contractor shall provide and maintain an inspection system acceptable to the Government covering the services under this contract. Complete records of all inspection work performed by the Contractor shall be maintained and made available to the Government during contract performance and for as long afterwards as the contract requires.

(c) The Government has the right to inspect and test all services called for by the contract, to the extent practicable at all times and places during the term of the contract. The Government shall perform inspections and tests in a manner that will not unduly delay the work.

(d) If the Government performs inspections or tests on the premises of the Contractor or a subcontractor, the Contractor shall furnish, and shall require subcontractors to furnish, at no increase in contract price, all reasonable facilities and assistance for the safe and convenient performance of these duties.

(e) If any of the services do not conform with contract requirements, the Government may require the Contractor to perform the services again in conformity with contract requirements, at no increase in contract amount. When the defects in services cannot be corrected by reperformance, the Government may (1) require the Contractor to take necessary action to ensure that future performance conforms to contract requirements and (2) reduce the contract price to reflect the reduced value of the services performed.

(f) If the Contractor fails to promptly perform the services again or to take the necessary action to ensure future performance in conformity with contract requirements, the Government may (1) by contract or otherwise, perform the services and charge to the Contractor any cost incurred by the Government that is directly related to the performance of such service or (2) terminate the contract for default.

E.1.0 INSPECTION

- E.1.1 The Contractor shall submit the draft Evaluation Classification Statement and meet with the BLM Position Classification Specialist no later than 10 working days prior to the end of the Task Order performance time.
- E.1.2 The Government will have five working days to review the Draft Classification Evaluation Statement(s), providing comments and suggested changes.
- E.1.3 The Contractor shall submit the final Classification Evaluation Statement(s) no later than five working days after receipt of the Government's comments.
- E.1.4 Other specific requirements for inspection shall be included in the Task Order.

E.2.0 ACCEPTANCE

Acceptance will be made in accordance with the Task Order.

E.3.0 PAYMENT

- E.3.1 Payment will be made for work inspected and accepted at the contract prices as shown on the Schedule of Items and negotiated for each Task Order.

## SECTION F - DELIVERIES OR PERFORMANCE

### F.1.0 PREWORK CONFERENCE

A prework conference will be conducted to discuss contract requirements and issue the Notice to Proceed. Notice to Proceed will be issued within 10 days following contract award.

### F.2.0 CONTRACT TIME

F.2.1 Dates for receipt of specific deliverables will be specified in each Task Order.

F.2.2 Weekly status reports shall be furnished by the Contractor as specified in the Task Order.

F.2.3 The Contractor shall begin work within three calendar days from the effective date of each Task Order, unless otherwise negotiated. The Contractor shall continue performance of the work under each Task Order without delay or interruption except by causes beyond his control as defined by contract clauses, or by the receipt of a "Suspend Work order" issued by the Government. Failure to do so may be cause for action under the "Default" clause. The Contractor shall complete all work required within the time specified in each Task Order.

### F.3.0 TASK ORDER PRIORITIES

Task Orders may be placed throughout the contract by the CO at the prices listed on the Schedule of Items and travel prices will be negotiated for each Task Order. The CO will consider price and past performance on this and previous contracts in determining placement of Task Orders. When past performance histories of awarded contractors are considered relatively close, price will be a major selection factor.

In the event of issuance of a "priority" Task Order as determined by the Government, the Government will establish Task Order priorities, which may or may not require modified delivery dates on any or all Task Orders issued to a Contractor.

## SECTION G - CONTRACT ADMINISTRATION DATA

### G.1.0 TECHNICAL DIRECTION COR AND TOM

The Contracting Officer's Representative (COR), designated by the Contracting Officer (CO), shall have the assigned responsibility for monitoring Contractor performance, evaluating and accepting Contractor services for the Government, and providing to the Contractor technical guidance and direction/ redirection in performance of the task orders. The CO may also designate Task Order Managers (TOM) who shall support the COR in the program process, including progress reviews and resolution of technical matters between the Contractor and the Government. The TOM shall first coordinate all technical direction to the Contractor with the COR. The Contractor shall maintain frequent contact with the COR/TOM throughout the performance of each task order, to assure that the COR is aware of all technical issues and is afforded the opportunity to provide timely technical direction/redirection of task orders in progress. The COR will be the Government technical point of contact for the Contractor.

### G.2.0 RESPONSIBILITIES OF THE CONTRACTING OFFICER'S REPRESENTATIVE

The COR's authorities and responsibilities are defined in the COR's Designation Letter. The COR is authorized to clarify technical requirements, and to review and approve work which is clearly within the scope of work. The COR is NOT authorized to issue changes pursuant to the changes clause or to in any other way modify the scope of work.

## SECTION H - SPECIAL CONTRACT REQUIREMENTS

### H.1.0 MINIMUM/MAXIMUM QUANTITY

Minimum services to be rendered under the contract will not be less than \$5,000.

The maximum amount of services to be rendered under this contract shall be no more than \$100,000.

### H.2.0 LOSS OR DAMAGE OF GOVERNMENT PROPERTY

The Contractor assumes full responsibility for and shall compensate the Government for any and all loss or damages of whatsoever kind and nature to any and all Government property, including any equipment, supplies accessories or parts furnished, while in his custody and care for storage, repairs or service to be performed under the terms of this contract, resulting in whole or in part from the negligent act or omissions of Contractor, any subcontractor or any employee agent or representative of Contractor or subcontractor.

### H.3.0 HOLD HARMLESS AND INDEMNIFICATION AGREEMENT

The Contractor shall save and hold harmless and indemnify the Government against any and all liability, claims and costs of whatever kind and nature for injury to or death of any person or persons and for loss or damage to any property occurring in connection with or in any way incident to or arising out of the occupancy, use, service, operations, or performance of work under the terms of this contract, resulting in sole or in part from the negligent acts or omissions of Contractor, subcontractor, or any employee agent or representative of contractor or subcontractor.

### H.4.0 RESTRICTIONS AND STANDARDS OF CONDUCT

H.4.1 The Contractor and its employees shall conduct only business covered by this contract and will not conduct any other business on Government premises. Federal telecommunications system lines shall not be utilized for other than in the authorized performance of this contract.

H.4.2 When working in a BLM office building, the Contractor shall adhere to the rules and regulations of that building at all times.

SECTION I - SERVICE CLAUSES (current through Federal Acquisition Circular 97-27)

\* **Asterisked clauses are included in full text.**

52.203-3	Gratuities	(APR 1984)
52.215-8*	Order of Precedence	(OCT 1997)
52.216-18*	Ordering	(OCT 1995)
52.216-19*	Order Limitations	(OCT 1995)
52.216-22*	Indefinite Quantity	(OCT 1995)
52.219-6	Notice of Total Small Business Set-Aside (Applicable if so noted on Schedule of Items.)	(JUL 1996)
52.222-3	Convict Labor	(AUG 1996)
52.222-21	Prohibition of Segregated Facilities (Applicable if contract exceeds \$10,000)	(FEB 1999)
52.222-26	Equal Opportunity (Applicable if contract exceeds \$10,000)	(FEB 1999)
52.222-35	Affirmative Action for Disabled Veterans and Veterans of the Vietnam Era (Applicable if contract exceeds \$10,000)	(APR 1998)
52.222-36	Affirmative Action for Workers with Disabilities (Applicable if contract exceeds \$2,500)	(JUN 1998)
52.222-37	Employment Reports on Disabled Veterans and Veterans of the Vietnam Era	(JAN 1999)
52.222-41	Service Contract Act of 1965, as Amended (Applicable if contract exceeds \$2,500)	(MAY 1989)
52.222-42*	Statement of Equivalent Rates for Federal Hires	(MAY 1989)
52.225-1	Buy American Act - Balance of Payments Program - Supplies	(FEB 2000)
52.225-13	Restrictions on Certain Foreign Purchases	(JUL 2000)
52.227-17*	Rights in Data--Special Works	(JUN 1987)
52.228-5	Insurance-Work on a Government Installation (Applicable if DIAR 1452.228-70 is included.)	(JAN 1997)
52.232-1*	Payments	(APR 1984)
52.232-9	Limitation on Withholding of Payments	(APR 1984)
52.232-11	Extras	(APR 1984)
52.232-23	Assignment of Claims	(JAN 1986)
52.232-25*	Prompt Payment	(MAR 2001)
52.232-34*	Payment by Electronic Funds Transfer - Other Than Central Contractor Registration	(MAY 1999)
52.233-1*	Disputes -- Alternate I (DEC 1991)	(DEC 1998)
52.233-3	Protest After Award	(AUG 1996)
52.236-6*	Superintendence by the Contractor	(APR 1984)
52.236-7*	Permits and Responsibilities	(NOV 1991)
52.242-14*	Suspension of Work	(APR 1984)
52.243-1*	Changes - Fixed-Price -- Alternate I (APR 1984)	(AUG 1987)
52.244-6	Subcontracts for Commercial Items and Commercial Components	(MAR 2001)



52.245-4	Government-Furnished Property (Short Form)	(APR 1984)
52.249-4*	Termination for Convenience of the	
	Government (Services) (Short form)	(APR 1984)
52.249-8*	Default (Fixed-Price Supply and Service)	(APR 1984)
52.252-2*	Clauses Incorporated by Reference	(FEB 1998)
52.253-1	Computer Generated Forms	(JAN 1991)

## SECTION I - CLAUSES

### 52.215-8 ORDER OF PRECEDENCE--UNIFORM CONTRACT FORMAT (OCT 1997)

Any inconsistency in this solicitation or contract shall be resolved by giving precedence in the following order:

- (a) The Schedule (excluding the specifications).
- (b) Representations and other instructions.
- (c) Contract clauses.
- (d) Other documents, exhibits, and attachments.
- (e) The specifications.

### 52.216-18 ORDERING (OCT 1995)

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from date of award through September 30, 2004.

(b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.

(c) If mailed, a delivery order or task order is considered "issued" when the Government deposits the order in the mail. Orders may be issued orally or by written telecommunications only if authorized in the Schedule.

### 52.216-19 ORDER LIMITATIONS (OCT 1995)

(a) Minimum order. When the Government requires supplies or services covered by this contract in an amount of less than \$500.00, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

(b) Maximum order. The Contractor is not obligated to honor:

- (1) Any order in excess of \$10,000.
- (2) Any combination of orders in excess of \$15,000.
- (3) A series of orders from the same ordering office within 120 calendar days that together call for quantities exceeding the limitation in subparagraphs (1) or (2) above.

(c) If this is a requirements contract (i.e., includes the Requirements clause at subsection 52.216-21 of the Federal Acquisition Regulation (FAR)), the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) above.

(d) Notwithstanding paragraphs (b) and (c) above, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is

returned to the ordering office within one day after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this

52.216-22 INDEFINITE QUANTITY

(OCT 1995)

(a) This is an indefinite-quantity contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies and services specified in the Schedule are estimates only and are not purchased by this contract.

(b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. The Contractor shall furnish to the Government, when and if ordered, the supplies or services specified in the Schedule up to and including the quantity designated in the Schedule as the "maximum." The Government shall order at least the quantity of supplies or services designated in the Schedule as the "minimum."

(c) Except for any limitations on quantities in the Order Limitations clause or in the Schedule, there is no limit on the number of orders that may be issued. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

(d) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided, that the Contractor shall not be required to make any deliveries under this contract after March 30, 2005.

52.222-42 STATEMENT OF EQUIVALENT RATES FOR  
FEDERAL HIRES

(MAY 1989)

In compliance with the Service Contract Act of 1965, as amended, and the regulations of the Secretary of Labor (29 CFR Part 4), this clause identifies the classes of service employees expected to be employed under the contract and states the wages and fringe benefits payable to each if they were employed by the contracting agency subject to the provisions of 5 U.S.C. 5341 or 5332.

This Statement is for Information Only: It is Not a Wage Determination

Employee class	Monetary wage- Fringe benefits
[See Section J]	[See Section J]

52.227-17 RIGHTS IN DATA--SPECIAL WORKS

(JUN 1987)

(a) Definitions.

"Data," as used in this clause, means recorded information regardless of form or the medium on which it may be recorded. The term includes technical data and computer software. The term does not include information incidental to contract administration, such as financial, administrative, cost or pricing or management information.

"Unlimited rights," as used in this clause, means the right of the Government to use, disclose, reproduce, prepare derivative works, distribute copies, and perform publicly and display publicly, in any manner and for any purpose whatsoever, and to have or permit others to do so.

(b) Allocation of Rights. (1) The Government shall have -

(i) Unlimited rights in all data delivered under this contract, and in all data first produced in the performance of this contract, except as provided in paragraph (c) of this clause for copyright.

(ii) The right to limit exercise of claim to copyright in data first produced in the performance of this contract, and to obtain assignment of copyright in such data, in accordance with subparagraph (c)(1) of this clause.

(iii) The right to limit the release and use of certain data in accordance with paragraph (d) of this clause.

(2) The Contractor shall have, to the extent permission is granted in accordance with subparagraph (c)(1) of this clause, the right to establish claim to copyright subsisting in data first produced in the performance of this contract.

(c) Copyright. (1) Data first produced in the performance of this contract.

(i) The Contractor agrees not to assert, establish, or authorize others to assert or establish, any claim to copyright subsisting in any data first produced in the performance of this contract without prior written permission of the Contracting Officer. When claim to copyright is made, the Contractor shall affix the appropriate copyright notice of 17 U.S.C. 401 or 402 and acknowledgment of Government sponsorship (including contract number) to such data when delivered to the Government, as well as when the data are published or deposited for registration as a published work in the U.S. Copyright Office. The Contractor grants to the Government, and others acting on its behalf, a paid-up, nonexclusive, irrevocable, worldwide license for all such data to reproduce, prepare derivative works, distribute copies to the public, and perform publicly and display publicly, by or on behalf of the Government.

(ii) If the Government desires to obtain copyright in data first produced in the performance of this contract and permission has not been granted as set forth in subdivision (c)(1)(i) of this clause, the Contracting Officer may direct the Contractor to establish, or authorize the establishment of, claim to copyright in such data and to assign, or obtain the assignment of, such copyright to the Government or its designated assignee.

(2) Data not first produced in the performance of this contract. The Contractor shall not, without prior written permission of the Contracting Officer, incorporate in data delivered under this contract any data not first produced in the performance of this contract and which contain the copyright notice of 17 U.S.C. 401 or 402, unless the Contractor identifies such data and grants to the Government, or acquires on its behalf, a license of the same scope as set forth in subparagraph (c)(1) of this clause.

(d) Release and use restrictions. Except as otherwise specifically provided for in this contract, the Contractor shall not use for purposes other than the performance of this contract, nor shall the Contractor release, reproduce, distribute, or publish any data first produced in the

performance of this contract, nor authorize others to do so, without written permission of the Contracting Officer.

(e) Indemnity. The Contractor shall indemnify the Government and its officers, agents, and employees acting for the Government against any liability, including costs and expenses, incurred as the result of the violation of trade secrets, copyrights, or right of privacy or publicity, arising out of the creation, delivery, publication, or use of any data furnished under this contract; or any libelous or other unlawful matter contained in such data. The provisions of this paragraph do not apply unless the Government provides notice to the Contractor as soon as practicable of any claim or suit, affords the Contractor an opportunity under applicable laws, rules, or regulations to participate in the defense thereof, and obtains the Contractor's consent to the settlement of any suit or claim other than as required by final decree of a court of competent jurisdiction; nor do these provisions apply to material furnished to the Contractor by the Government and incorporated in data to which this clause applies.

#### 52.232-1 PAYMENTS

(APR 1984)

The Government shall pay the Contractor, upon the submission of proper invoices or vouchers, the prices stipulated in this contract for supplies delivered and accepted or services rendered and accepted, less any deductions provided in this contract. Unless otherwise specified in this contract, payment shall be made on partial deliveries accepted by the Government if -

(a) The amount due on the deliveries warrants it; or

(b) The Contractor requests it and the amount due on the deliveries is at least \$1,000 or 50 percent of the total contract price.

#### 52.232-25 PROMPT PAYMENT (Asterisks indicate omitted material.) (MAR 2001)

Notwithstanding any other payment clause in this contract, the Government will make invoice payments and contract financing payments under the terms and conditions specified in this clause. Payment shall be considered as being made on the day a check is dated or the date of an electronic funds transfer. Definitions of pertinent terms are set forth in sections 2.101 and 32.902 of the Federal Acquisition Regulation. All days referred to in this clause are calendar days, unless otherwise specified. (However, see subparagraph (a)(4) of this clause concerning payments due on Saturdays, Sundays, and legal holidays.)

(a) Invoice Payments

(1) Due Date.

(i) Except as indicated in subparagraph (a)(2) and paragraph (c) of this clause, the due date for making invoice payments by the designated payment office shall be the later of the following two events:

(A) The 30th day after the designated billing office has received a proper invoice from the Contractor (except as provided in subdivision (a)(1)(ii) of this clause).

(B) The 30th day after Government acceptance of supplies delivered or services performed by the Contractor. On a final invoice where the payment amount is subject to contract

settlement actions, acceptance shall be deemed to have occurred on the effective date of the contract settlement.

(ii) If the designated billing office fails to annotate the invoice with the actual date of receipt at the time of receipt, the invoice payment due date shall be the 30th day after the date of the Contractor's invoice; provided a proper invoice is received and there is no disagreement over quantity, quality, or Contractor compliance with contract requirements.

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(2)(ii) If the contract does not require submission of an invoice for payment (e.g., periodic lease payments), the due date will be as specified in the contract.

(3) Contractor's invoice. The Contractor shall prepare and submit invoices to the designated billing office specified in the contract. A proper invoice must include the items listed in subdivisions (a)(3)(i) through (a)(3)(viii) of this clause. If the invoice does not comply with these requirements, it shall be returned within 7 days after the date the designated billing office received the invoice, ... with a statement of the reasons why it is not a proper invoice. Untimely notification will be taken into account in computing any interest penalty owed the Contractor in the manner described in subparagraph (a)(5) of this clause.

(i) Name and address of the Contractor.

(ii) Invoice date. (The Contractor is encouraged to date invoices as close as possible to the date of the mailing or transmission.)

(iii) Contract number or other authorization for supplies delivered or services performed (including order number and contract line item number).

(iv) Description, quantity, unit of measure, unit price, and extended price of supplies delivered or services performed.

(v) Shipping and payment terms (e.g., shipment number and date of shipment, prompt payment discount terms). Bill of lading number and weight of shipment will be shown for shipments on Government bills of lading.

(vi) Name and address of Contractor official to whom payment is to be sent (must be the same as that in the contract or in a proper notice of assignment).

(vii) Name (where practicable), title, phone number and mailing address of person to be notified in event of a defective invoice.

(viii) Any other information or documentation required by the contract (such as evidence of shipment).

(ix) While not required, the Contractor is strongly encouraged to assign an identification number to each invoice.

(4) Interest penalty. An interest penalty shall be paid automatically by the designated payment office, without request from the contractor, if payment is not made by the due date and the conditions listed in subdivisions (a)(4)(i) through (a)(4)(iii) of this clause are met, if applicable. However, when the due date falls on a Saturday, Sunday, or legal holiday when Federal Government offices are closed and Government business is not expected to be conducted, payment may be made on the following business day without incurring a late payment interest penalty.

(i) A proper invoice was received by the designated billing office.

(ii) A receiving report or other Government documentation authorizing payment was processed, and there was no disagreement over quantity, quality, or contractor compliance with any contract term or condition.

(iii) In the case of a final invoice for any balance of funds due the Contractor for supplies delivered or services performed, the amount was not subject to further contract settlement actions between the Government and the Contractor.

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(5)(i) For the sole purpose of computing an interest penalty that might be due the contractor, Government acceptance shall be deemed to have occurred constructively on the 7th day (unless otherwise specified in this contract) after the contractor delivered the supplies or performed the services in accordance with the terms and conditions of the contract, unless there is a disagreement over quantity, quality, or contractor compliance with a contract provision. In the event that actual acceptance occurs within the constructive acceptance period, the determination of an interest penalty shall be based on the actual date of acceptance. The constructive acceptance requirement does not, however, compel Government officials to accept supplies or services, perform contract administration functions, or make payment prior to fulfilling their responsibilities.

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(b) Contract Financing Payments

(1) Due dates for recurring financing payments. If this contract provides for contract financing, request for payment shall be submitted to the designated billing office as specified in this contract or as directed by the Contracting Officer. Contract financing payments shall be made on the 30th day after receipt of a proper contract financing request by the designated billing office. In the event that an audit or other review of a specific financing request is required to ensure compliance with the terms and conditions of the contract, the designated payment office is not compelled to make payment by the due date specified.

(2) Due dates for other contract financing. For advance payments, loans, or other arrangements that do not involve recurring submissions of contract financing requests, payment shall be made in accordance with the corresponding contract terms or as directed by the Contracting Officer.

(3) Interest penalty not applicable. Contract financing payments shall not be assessed an interest penalty for payment delays.

(c) Fast payment procedure due dates. If this contract contains the clause at 52.213-1, Fast Payment Procedure, payments will be made within 15 days after the date of receipt of the invoice.

52.232-34 PAYMENT BY ELECTRONIC FUNDS TRANSFER-- (MAY 1999)  
OTHER THAN CENTRAL CONTRACTOR REGISTRATION

(a) Method of payment.

(1) All payments by the Government under this contract shall be made by electronic funds transfer (EFT) except as provided in paragraph (a)(2) of this clause. As used in this clause, the term "EFT" refers to the funds transfer and may also include the payment information transfer.

(2) In the event the Government is unable to release one or more payments by EFT, the Contractor agrees to either--

(i) Accept payment by check or some other mutually agreeable method of payment; or

(ii) Request the Government to extend payment due dates until such time as the Government makes payment by EFT (but see paragraph (d) of this clause).

(b) Mandatory submission of Contractor's EFT information.

(1) The Contractor is required to provide the Government with the information required to make payment by EFT (see paragraph (j) of this clause). The Contractor shall provide this information directly to the office designated in this contract to receive that information (hereafter: "designated office") by no later than 15 days prior to submission of the first request for payment. If not otherwise specified in this contract, the payment office is the designated office for receipt of the Contractor's EFT information. If more than one designated office is named for the contract, the Contractor shall provide a separate notice to each office. In the event that the EFT information changes, the Contractor shall be responsible for providing the updated information to the designated office(s).

(2) If the Contractor provides EFT information applicable to multiple contracts, the Contractor shall specifically state the applicability of this EFT information in terms acceptable to the designated office. However, EFT information supplied to a designated office shall be applicable only to contracts that identify that designated office as the office to receive EFT information for that contract.

(c) Mechanisms for EFT payment. The Government may make payment by EFT through either the Automated Clearing House (ACH) network, subject to the rules of the National Automated Clearing House Association, or the Fedwire Transfer System. The rules governing Federal payments through the ACH are contained in 31 CFR part 210.

(d) Suspension of payment.

(1) The Government is not required to make any payment under this contract until after receipt, by the designated office, of the correct EFT payment information from the Contractor. Until receipt of the correct EFT information, any invoice or contract financing request shall be deemed not to be a proper invoice for the purpose of prompt payment under this contract. The prompt payment terms of the contract regarding notice of an improper invoice and delays in accrual of interest penalties apply.

(2) If the EFT information changes after submission of correct EFT information, the Government shall begin using the changed EFT information no later than 30 days after its receipt by the designated office to the extent payment is made by EFT. However, the Contractor may request that no further payments be made until the updated EFT information is implemented by the payment office. If such suspension would result in a late payment under the prompt payment terms of this contract, the Contractor's request for suspension shall extend the due date for payment by the number of days of the suspension.

(e) Liability for uncompleted or erroneous transfers.

(1) If an uncompleted or erroneous transfer occurs because the Government used the Contractor's EFT information incorrectly, the Government remains responsible for--

- (i) Making a correct payment;
- (ii) Paying any prompt payment penalty due; and
- (iii) Recovering any erroneously directed funds.



(2) If an uncompleted or erroneous transfer occurs because the Contractor's EFT information was incorrect, or was revised within 30 days of Government release of the EFT payment transaction instruction to the Federal Reserve System, and--

(i) If the funds are no longer under the control of the payment office, the Government is deemed to have made payment and the Contractor is responsible for recovery of any erroneously directed funds; or

(ii) If the funds remain under the control of the payment office, the Government shall not make payment and the provisions of paragraph (d) shall apply.

(f) EFT and prompt payment. A payment shall be deemed to have been made in a timely manner in accordance with the prompt payment terms of this contract if, in the EFT payment transaction instruction released to the Federal Reserve System, the date specified for settlement of the payment is on or before the prompt payment due date, provided the specified payment date is a valid date under the rules of the Federal Reserve System.

(g) EFT and assignment of claims. If the Contractor assigns the proceeds of this contract as provided for in the assignment of claims terms of this contract, the Contractor shall require as a condition of any such assignment, that the assignee shall provide the EFT information required by paragraph (j) of this clause to the designated office, and shall be paid by EFT in accordance with the terms of this clause. In all respects, the requirements of this clause shall apply to the assignee as if it were the Contractor. EFT information that shows the ultimate recipient of the transfer to be other than the Contractor, in the absence of a proper assignment of claims acceptable to the Government, is incorrect EFT information within the meaning of paragraph (d) of this clause.

(h) Liability for change of EFT information by financial agent. The Government is not liable for errors resulting from changes to EFT information provided by the Contractor's financial agent.

(i) Payment information. The payment or disbursing office shall forward to the Contractor available payment information that is suitable for transmission as of the date of release of the EFT instruction to the Federal Reserve System. The Government may request the Contractor to designate a desired format and method(s) for delivery of payment information from a list of formats and methods the payment office is capable of executing. However, the Government does not guarantee that any particular format or method of delivery is available at any particular payment office and retains the latitude to use the format and delivery method most convenient to the Government. If the Government makes payment by check in accordance with paragraph (a) of this clause, the Government shall mail the payment information to the remittance address in the contract.

(j) EFT information. The Contractor shall provide the following information to the designated office. The Contractor may supply this data for this or multiple contracts (see paragraph (b) of this clause). The Contractor shall designate a single financial agent per contract capable of receiving and processing the EFT information using the EFT methods described in paragraph (c) of this clause.

(1) The contract number (or other procurement identification number).

- (2) The Contractor's name and remittance address, as stated in the contract(s).
- (3) The signature (manual or electronic, as appropriate), title, and telephone number of the Contractor official authorized to provide this information.
- (4) The name, address, and 9-digit Routing Transit Number of the Contractor's financial agent.
- (5) The Contractor's account number and the type of account (checking, saving, or lockbox).
- (6) If applicable, the Fedwire Transfer System telegraphic abbreviation of the Contractor's financial agent.
- (7) If applicable, the Contractor shall also provide the name, address, telegraphic abbreviation, and 9-digit Routing Transit Number of the correspondent financial institution receiving the wire transfer payment if the Contractor's financial agent is not directly on-line to the Fedwire Transfer System; and, therefore, not the receiver of the wire transfer payment.

52.233-1 DISPUTES -- ALTERNATE I (DEC 1991)

(DEC 1998)

(a) This contract is subject to the Contract Disputes Act of 1978, as amended (41 U.S.C. 601-613).

(b) Except as provided in the Act, all disputes arising under or relating to this contract shall be resolved under this clause.

(c) "Claim," as used in this clause, means a written demand or written assertion by one of the contracting parties seeking, as a matter of right, the payment of money in a sum certain, the adjustment or interpretation of contract terms, or other relief arising under or relating to this contract. A claim arising under a contract, unlike a claim relating to that contract, is a claim that can be resolved under a contract clause that provides for the relief sought by the claimant. However, a written demand or written assertion by the Contractor seeking the payment of money exceeding \$100,000 is not a claim under the Act until certified as required by subparagraph (d)(2) of this clause. A voucher, invoice, or other routine request for payment that is not in dispute when submitted is not a claim under the Act. The submission may be converted to a claim under the Act, by complying with the submission and certification requirements of this clause, if it is disputed either as to liability or amount or is not acted upon in a reasonable time.

(d)(1) A claim by the Contractor shall be made in writing and, unless otherwise stated in this contract, submitted within 6 years after accrual of the claim to the Contracting Officer for a written decision. A claim by the Government against the Contractor shall be subject to a written decision by the Contracting Officer.

(2)(i) The Contractor shall provide the certification specified in paragraph (d)(2)(iii) of this clause when submitting any claim exceeding \$100,000.

(ii) The certification requirement does not apply to issues in controversy that have not been submitted as all or part of a claim.

(iii) The certification shall state as follows: "I certify that the claim is made in good faith; that the supporting data are accurate and complete to the best of my knowledge and belief; that the amount requested accurately reflects the contract adjustment for which the Contractor believes the Government is liable; and that I am duly authorized to certify the claim on behalf of the Contractor."

(3) The certification may be executed by any person duly authorized to bind the Contractor with respect to the claim.

(e) For Contractor claims of \$50,000 or less, the Contracting Officer must, if requested in writing by the Contractor, render a decision within 60 days of the request. For Contractor-certified claims over \$50,000, the Contracting Officer must, within 60 days, decide the claim or notify the Contractor of the date by which the decision will be made.

(f) The Contracting Officer's decision shall be final unless the Contractor appeals or files a suit as provided in the Act.

(g) If the claim by the Contractor is submitted to the Contracting Officer or a claim by the Government is presented to the Contractor, the parties, by mutual consent, may agree to use alternate disputes resolution (ADR). If the Contractor refuses an offer for ADR, the Contractor shall inform the Contracting Officer, in writing, of the Contractor's specific reasons for rejecting the offer.

(h) The Government shall pay interest on the amount found due and unpaid from (1) the date the Contracting Officer receives the claim (certified, if required); or (2) the date that payment otherwise would be due, if that date is later, until the date of payment. With regard to claims having defective certifications, as defined in (FAR) 48 CFR 33.201, interest shall be paid from the date that the Contracting Officer initially receives the claim. Simple interest on claims shall be paid at the rate, fixed by the Secretary of the Treasury as provided in the Act, which is applicable to the period during which the Contracting Officer receives the claim and then at the rate applicable for each 6-month period as fixed by the Treasury Secretary during the pendency of the claim.

(i) The Contractor shall proceed diligently with performance of this contract, pending final resolution of any request for relief, claim, appeal, or action arising under or relating to the contract, and comply with any decision of the Contracting Officer.

#### 52.236-6 SUPERINTENDENCE BY THE CONTRACTOR (APR 1984)

At all times during performance of this contract and until the work is completed and accepted, the Contractor shall directly superintend the work or assign and have on the work a competent superintendent who is satisfactory to the Contracting Officer and has authority to act for the Contractor.

#### 52.236-7 PERMITS AND RESPONSIBILITIES (NOV 1991)

The Contractor shall, without additional expense to the Government, be responsible for obtaining any necessary licenses and permits, and for complying with any Federal, State, and municipal laws, codes, and regulations applicable to the performance of the work. The Contractor shall also be responsible for all damages to persons or property that occur as a result of the Contractor's fault or negligence. The Contractor shall also be responsible for all materials

delivered and work performed until completion and acceptance of the entire work, except for any completed unit of work which may have been accepted under the contract.

#### 52.242-14 SUSPENSION OF WORK

(OCT 1995)

(a) The Contracting Officer may order the Contractor, in writing, to suspend, delay, or interrupt all or any part of the work of this contract for the period of time that the Contracting Officer determines appropriate for the convenience of the Government.

(b) If the performance of all or any part of the work is, for an unreasonable period of time, suspended, delayed, or interrupted (1) by an act of the Contracting Officer in the administration of this contract, or (2) by the Contracting Officer's failure to act within the time specified in this contract (or within a reasonable time if not specified), an adjustment shall be made for any increase in the cost of performance of this contract (excluding profit) necessarily caused by the unreasonable suspension, delay, or interruption, and the contract modified in writing accordingly. However, no adjustment shall be made under this clause for any suspension, delay, or interruption to the extent that performance would have been so suspended, delayed, or interrupted by any other cause, including the fault or negligence of the Contractor, or for which an equitable adjustment is provided for or excluded under any other term or condition of this contract.

(c) A claim under this clause shall not be allowed (1) for any costs incurred more than 20 days before the Contractor shall have notified the Contracting Officer in writing of the act or failure to act involved (but this requirement shall not apply as to a claim resulting from a suspension order), and (2) unless the claim, in an amount stated, is asserted in writing as soon as practicable after the termination of the suspension, delay, or interruption, but not later than the date of final payment under the contract.

#### 52.243-1 CHANGES - FIXED-PRICE (AUG 1987) - ALTERNATE I (APR 1984)

(a) The Contracting Officer may at any time, by written order, and without notice to the sureties, if any, make changes within the general scope of this contract in any one or more of the following:

- (1) Description of services to be performed.
- (2) Time of performance (i.e., hours of the day, days of the week, etc.).
- (3) Place of performance of the services.

(b) If any such change causes an increase or decrease in the cost of, or the time required for, performance of any part of the work under this contract, whether or not changed by the order, the Contracting Officer shall make an equitable adjustment in the contract price, the delivery schedule, or both, and shall modify the contract.

(c) The Contractor must assert its right to an adjustment under this clause within 30 days from the date of receipt of the written order. However, if the Contracting Officer decides that the facts justify it, the Contracting Officer may receive and act upon a proposal submitted before final payment of the contract.

(d) If the Contractor's proposal includes the cost of property made obsolete or excess by the change, the Contracting Officer shall have the right to prescribe the manner of the disposition of the property.

(e) Failure to agree to any adjustment shall be a dispute under the Disputes clause. However, nothing in this clause shall excuse the Contractor from proceeding with the contract as changed.

52.249-4 TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (SERVICES) (SHORT FORM) (APR 1984)

The Contracting Officer, by written notice, may terminate this contract, in whole or in part, when it is in the Government's interest. If this contract is terminated, the Government shall be liable only for payment under the payment provisions of this contract for services rendered before the effective date of termination.

52.249-8 DEFAULT (FIXED-PRICE SUPPLY AND SERVICE) (APR 1984)

(a) (1) The Government may, subject to paragraphs (c) and (d) below, by written notice of default to the Contractor, terminate this contract in whole or in part if the Contractor fails to -

(i) Deliver the supplies or to perform the services within the time specified in this contract or any extension;

(ii) Make progress, so as to endanger performance of this contract (but see subparagraph (a)(2) below); or

(iii) Perform any of the other provisions of this contract (but see subparagraph (a)(2) below).

(2) The Government's right to terminate this contract under subdivisions (1)(ii) and (1)(iii) above, may be exercised if the Contractor does not cure such failure within 10 days (or more if authorized in writing by the Contracting Officer) after receipt of the notice from the Contracting Officer specifying the failure.

(b) If the Government terminates this contract in whole or in part, it may acquire, under the terms and in the manner the Contracting Officer considers appropriate, supplies or services similar to those terminated, and the Contractor will be liable to the Government for any excess costs for those supplies or services. However, the Contractor shall continue the work not terminated.

(c) Except for defaults of subcontractors at any tier, the Contractor shall not be liable for any excess costs if the failure to perform the contract arises from causes beyond the control and without the fault or negligence of the Contractor. Examples of such causes include (1) acts of God or of the public enemy, (2) acts of the Government in either its sovereign or contractual capacity, (3) fires, (4) floods, (5) epidemics, (6) quarantine restrictions (7) strikes, (8) freight embargoes, and (9) unusually severe weather. In each instance the failure to perform must be beyond the control and without the fault or negligence of the Contractor.

(d) If the failure to perform is caused by the default of a subcontractor at any tier, and if the cause of the default is beyond the control of both the Contractor and subcontractor, and without

the fault or negligence of either, the Contractor shall not be liable for any excess costs for failure to perform, unless the subcontracted supplies or services were obtainable from other sources in sufficient time for the Contractor to meet the required delivery schedule.

(e) If this contract is terminated for default, the Government may require the Contractor to transfer title and deliver to the Government, as directed by the Contracting Officer, any (1) completed supplies, and (2) partially completed supplies and materials, parts, tools, dies, jigs, fixtures, plans, drawings, information, and contract rights (collectively referred to as “manufacturing materials” in this clause) that the Contractor has specifically produced or acquired for the terminated portion of this contract. Upon direction of the Contracting Officer, the Contractor shall also protect and preserve property in its possession in which the Government has an interest.

(f) The Government shall pay contract price for completed supplies delivered and accepted. The Contractor and Contracting Officer shall agree on the amount of payment for manufacturing materials delivered and accepted and for the protection and preservation of the property. Failure to agree will be a dispute under the Disputes clause. The Government may withhold from these amounts any sum the Contracting Officer determines to be necessary to protect the Government against loss because of outstanding liens or claims of former lien holders.

(g) If, after termination, it is determined that the Contractor was not in default, or that the default was excusable, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the Government.

(h) The rights and remedies of the Government in this clause are in addition to any other rights and remedies provided by law or under this contract.

#### 52.252-2 CLAUSES INCORPORATED BY REFERENCE

(FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this address:

[www.arnet.gov/far](http://www.arnet.gov/far)

## SECTION J - LIST OF ATTACHMENTS

### LIST OF OSO and BLM OR/WA DISTRICT AND AREA OFFICES

List of the addresses for the OSO and BLM District and Area Offices in the states of Oregon and Washington. This list does not include various locations of BLM sites in the vicinity of Portland, Oregon.

1.       **Spokane, WA District Office**  
1103 N. Fancher, Spokane, WA 99212-1275 - 509-526-1200  
**Wenatchee, WA Field Office**  
915 N. Walla Walla, Wenatchee, WA 98801-1521 - 509-665-2100
2.       **Oregon State Office**  
1515 S.W. 5th Avenue/P.O. Box 2965, Portland, OR 97208 - 503-952-6409
3.       **Salem District Office**  
1717 Fabry Road S.E, Salem, OR 97306 - 503-375-5646  
**Tillamook Field Office**  
4610 Third Street, Tillamook, OR 97141 - 503-815-1100
4.       **Eugene District Office**  
2890 Chad Drive/P.O. Box 10226, Eugene, Oregon 97440-2226 - 541-683-6600
5.       **Coos Bay District Office**  
1300 Airport Lane, North Bend, OR 97459-2000 - 541-756-0100
6.       **Roseburg District Office**  
777 N.W. Garden Valley Blvd., Roseburg, OR 97470 - 541-440-4930
7.       **Medford District Office**  
3040 Biddle Road, Medford, OR 97504 - 541-770-2200
8.       **Lakeview District Office**  
1300 South G Street/HC 10 Box 337, Lakeview, OR 97630 - 541-947-2177  
**Klamath Falls Field Office**  
2795 Anderson Ave. Building #25, Klamath Falls, OR 97603 - 541-883-6916
9.       **Burns District Office**  
HC 74-12533 Hwy 20 West, Hines, OR 97738 - 541-573-4400
10.      **Prineville District Office**  
3050 N.E. 3<sup>rd</sup> Street/P.O. Box 550, Prineville, OR 97754 - 541-416-6700
11.      **Vale District Office**  
100 Oregon Street, Vale, OR 97918 - 541-473-3144  
**Baker Field Office**  
3165 10<sup>th</sup> Street/P.O. Box 987, Baker City, OR 97814 - 541-523-1256